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SEP 18 1979

D32 - Public Utilities Control  
State of Connecticut

**Southern New England  
Telephone**

227 Church Street  
New Haven, Connecticut 06506  
Phone (203) 771-5200

September 13, 1979

**FILED/ACCEPTED**

APR 26 2010

Federal Communications Commission  
Office of the Secretary

Mr. Henry Mierzwa  
Division of Public Utility Control  
State Office Building  
Room 567  
165 Capitol Avenue  
Hartford, Connecticut 06115

**DOCKET FILE COPY ORIGINAL**

Dear Mr. Mierzwa:

The attached Amendment to the Standard Agreement between the Southern New England Telephone Company and Community Antenna Television (CATV) Operators is filed for approval, as directed in your letter of August 31, 1979.

The amendment provides for a waiver of security requirements until such time as a CATV company fails to pay all charges submitted by the Telephone Company within thirty (30) days. If such failure occurs, security requirements may be instituted by the Telephone Company and shall remain in effect until such time as the CATV company has paid all charges submitted within thirty (30) days for the twelve (12) consecutive months.

The Telephone Company will implement the Amendment immediately upon signature of the CATV company.

Very truly yours,

Richard D. Hunter  
District Staff Manager

Attachment

AMENDMENT TO STANDARD AGREEMENT

The security requirement, as described in Article VI, Section 1 of the Standard Agreement Between the Southern New England Telephone Company and the \_\_\_\_\_ Community Antenna Television Company, dated \_\_\_\_\_, is hereby waived until such time as the Licensee fails to pay rental fees, make ready charges, final bills or other charges submitted by the Telephone Company within thirty (30) days. If such failure occurs, security requirements may be instituted by the Telephone Company and shall remain in effect until such time as the Licensee has paid all charges submitted within thirty (30) days for twelve (12) consecutive months. Further the Licensee will be required to furnish security if he has violated any of the terms or conditions of this agreement and such violation has not been corrected within thirty (30) days following the notification by the Telephone Company.

In witness whereof, the parties have caused this amendment to the agreement to be duly executed as of this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_.

THE SOUTHERN NEW ENGLAND TELEPHONE COMPANY

ATTEST:

By \_\_\_\_\_  
Title \_\_\_\_\_

\_\_\_\_\_  
Title  
(Seal)

Name \_\_\_\_\_

ATTEST:

By \_\_\_\_\_  
Title \_\_\_\_\_

\_\_\_\_\_  
Title  
(Seal)

9/15/79

department shall give notice thereof to all parties in interest and shall make such further investigation into the alleged failure to provide such service as it deems necessary. If upon such hearing, said department finds that the holder of such franchise has failed to provide such service and that there is an immediate need for such service, it may revoke such franchise as to any such town, city, borough, district or political subdivision, or any portion thereof, or make such other order as may be necessary to provide such service. Whenever any person, firm or corporation, incorporated under the general statutes or any special act, is granted a franchise to operate as a railroad company or a street railway company, as defined in section 16-1, and fails to provide adequate service, or has discontinued the service, on any segment of its lines for which such franchise is granted for a period of five years or more, the franchise for such segment of line shall cease to exist and shall be revoked by the department for such failure to operate such service or discontinuance of service for a period of five years or more.

(b) If any such franchise is revoked, said department of public utility control, when the general assembly is not in session, may grant a franchise to any person, firm or corporation, incorporated under the general statutes or any special act, qualified and prepared to provide such services within a reasonable time, as determined by said department provided the department first finds there is an immediate need for such a franchise after a public hearing in the area to be served thereunder. Such hearing shall be advertised at least twice prior thereto in a newspaper having a general circulation in each town of the area to be serviced by such franchise, once at least three days before said hearing, once at least fifteen days before said hearing, both advertisements to be at least ten days apart. Such franchise shall carry the same authority and powers and shall be subject to the same conditions and restrictions, if any, as the original franchise.

(1969, P.A. 789, S. 1; P.A. 73-353; P.A. 75-486, S. 7, 69; P.A. 77-614, S. 162, 610; P.A. 80-482, S. 48, 348; P.A. 81-472, S. 24, 159.)

History: P.A. 73-353 added provisions re revocation of franchise upon failure to provide or discontinuance of service in Subsec. (a); P.A. 75-486 replaced public utilities commission with public utilities control authority and amended Subsec. (a) to allow hearings if service not adequate to serve public convenience and necessity and to add provision re petition for hearing; P.A. 77-614 replaced the authority with division of public utility control within the department of business regulation, effective January 1, 1979; P.A. 80-482 made division an independent department and deleted reference to abolished department of business regulation; P.A. 81-472 made technical changes.

**Sec. 16-11. Safety of public and employees. Powers.** The department of public utility control shall, so far as is practicable, keep fully informed as to the condition of the plant, equipment and manner of operation of all public service companies in respect to their adequacy and suitability to accomplish the duties imposed upon such companies by law and in respect to their relation to the safety of the public and of the employees of such companies. The department may order such reasonable improvements, repairs or alterations in such plant or equipment, or such changes in the manner of operation, as may be reasonably necessary in the public interest. The general purposes of this section and sections 16-19, 16-25, 16-43 and 16-47 are to assure to the state of Connecticut its full powers to regulate its public service companies, to increase the powers of the department of public utility control and to promote local control of the public service companies of this state, and said sections shall be so construed as to effectuate these purposes.

(1949 Rev., S. 5401; P.A. 75-486, S. 1, 69; P.A. 77-614, S. 162, 610; P.A. 80-482, S. 4, 40, 345, 348; P.A. 82-150, S. 2.)

History: P.A. 75-486 replaced public utilities commission with public utilities control authority; P.A. 77-614 replaced public utilities control authority with division of public utility control within the department of business regulation, effective January 1, 1979; P.A. 80-482 made division an independent department and deleted reference to abolished department of

business regulation; P.A. 82-150 deleted an obsolete reference to Sec. 16-37 and substituted "companies" for "corporations".

In case of conflict of powers between commission and local authorities, latter yield. 66 C. 211; 103 C. 212. Duties are administrative rather than judicial. 43 C. 382; 75 C. 471; 78 C. 306; 80 C. 640; 86 C. 36; 88 C. 471; 89 C. 537; 97 C. 458; id., 733. Have no powers of arbitration; conditional decrees. 41 C. 355; 104 U. S. 1. Except for local regulations, such as traffic rules, municipalities have no power to regulate street railways. 103 C. 212. Cited. 140 C. 650; 144 C. 516. Contract of a public utility company affecting its service and the public interest is subject to scrutiny of commission. 145 C. 526. Does not provide that a transfer of control under section 16-47 can be made only to inhabitants of the franchise area. 146 C. 1. Dispute concerning private property rights of various riparian owners, including defendant water company, does not fall within administrative process of commission and was properly brought before superior court. 155 C. 477. Within their scope the regulations of the commission have the force of statutes and a violation of a valid regulation is negligence per se. Defendant electric utility exercised every reasonable precaution to safeguard the public against live wires in a severe storm and could plead and prove contributory negligence by the plaintiff. 158 C. 600. Cited. 162 C. 93. Cited. 30 CS 36.

**Sec. 16-12. Complaints as to dangerous conditions.** Any person or any town, city or borough may make complaint, in writing, to the department of public utility control, of any defects in any portion of the plant or equipment of any public service company, or of the manner of operating such plant, by reason of which the public safety or the health or safety of employees is endangered; and, if he or it so requests, the name of the complainant shall not be divulged unless in the opinion of the department the complaint is such that publicity is demanded.

(1949 Rev., S. 5402; P.A. 75-486, S. 1, 69; P.A. 77-614, S. 162, 610; P.A. 80-482, S. 49, 348.)

History: P.A. 75-486 replaced public utilities commission with public utilities control authority; P.A. 77-614 replaced public utilities control authority with division of public utility control within the department of business regulation, effective January 1, 1979; P.A. 80-482 made division an independent department and deleted reference to abolished department of business regulation.

**Sec. 16-13. Procedure upon complaint.** Upon receipt of such complaint, the department of public utility control shall fix a time and place for hearing thereon and shall give notice thereof to all parties in interest, and shall make such further investigation into the alleged conditions as it deems necessary. If, upon such hearing, the department finds the conditions to be dangerous to public safety or to the safety of employees, it shall make such order as may be necessary to remedy the same and shall furnish a copy of such order to the complainant, upon request. If the department finds that the complaint is not justified, it shall so notify the complainant in writing, by registered or certified letter, specifying the reasons for such finding, and shall file a copy of such notification in the office of the department.

(1949 Rev., S. 5403; P.A. 75-486, S. 1, 69; P.A. 77-614, S. 162, 610; P.A. 80-482, S. 4, 40, 345, 348.)

History: P.A. 75-486 replaced public utilities commission with public utilities control authority; P.A. 77-614 replaced public utilities control authority with division of public utility control within the department of business regulation, effective January 1, 1979; P.A. 80-482 made division an independent department and deleted reference to abolished department of business regulation.

Cited. 169 C. 344, 366, 372.

**Sec. 16-14. Powers concerning electrolysis or escape of electricity.** Any town, city or borough, or any person or corporation maintaining pipes, conductors or other structures under or above ground in the streets or highways, may make complaint in writing to the department of public utility control of conditions resulting in injury to or destruction of such pipes, conductors or structures by electrolysis or by reason of the escape of electricity of any public service company. Proceedings shall be had upon such complaint as provided in sections 16-12 and 16-13. After hearing, as therein provided, said department may make such order as may be necessary to prevent such injury or destruction, and said department may, at any time thereafter, for cause shown, upon hearing, after notice to all parties in interest, alter any such decision or order. Neither the

EXHIBIT G-12

FILED/ACCEPTED

APR 26 2010

Federal Communications Commission  
Office of the Secretary

STANDARD AGREEMENT  
BETWEEN  
THE SOUTHERN NEW ENGLAND TELEPHONE COMPANY  
AND  
COMMUNITY ANTENNA TELEVISION OPERATORS  
FOR  
POLE ATTACHMENTS

5/21/64

THIS AGREEMENT, made this 7th day of April 1972 by and between THE SOUTHERN NEW ENGLAND TELEPHONE COMPANY, a specially chartered Connecticut corporation (hereinafter called the "Telephone Company") and COMMUNITY TELEVISION SYSTEMS, INC (hereinafter called the "Licensee").

WHEREAS, Public Act No. 425 of the 1963 Session of the General Assembly of the State of Connecticut has authorized the use of public highways to provide community antenna television system service under certain conditions; and

WHEREAS, the Licensee has obtained a certificate of public convenience and necessity in accordance with said Public Act No. 425; and

WHEREAS, the Telephone Company is willing to grant limited and restricted rights to the Licensee to attach to poles provided such attachments would not adversely affect the Telephone Company's public service responsibilities or other public utility operations, and provided that the Telephone Company is reimbursed for its costs and protected from all liability which may arise therefrom; and

WHEREAS, the Licensee understands that the Telephone Company is a party to various joint use and ownership agreements with other public utility companies operating in the State of Connecticut for the common use and joint ownership of pole lines which agreements limit and restrict the rights of the Telephone Company and therefore limit and restrict the Telephone Company's right to grant attachment privileges to the Licensee.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto do hereby covenant and agree as follows:

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## ARTICLE I

### GENERAL TERMS

Section 1. The Telephone Company agrees that it will issue licenses to the Licensee to permit the Licensee to attach its cables, wires and appliances used in its community antenna television service, to poles within the area included in the Licensee's certificate of public convenience and necessity subject to the conditions and limitations contained in this agreement and subject to the conditions and limitations contained in the applicable tariffs on file with the Connecticut Public Utilities Commission.

Section 2. The Telephone Company shall be under no obligation to grant any license or if a license has already been granted may cancel any such license on sixty days' written notice, where, in the Telephone Company's judgement the grant interferes with or would interfere in any way with the Telephone Company's service requirements or the service requirements of other joint users or of others who have the right to use the poles, or where the grant involves or will involve hazardous conditions or such grant would or will be in any other way unsuitable or inadvisable on the pole or poles involved.

Section 3. The Licensee shall have no right to attach to any pole until a specific license is granted as to that pole. No use, however extended, of the poles under this agreement shall create or vest in the Licensee any ownership or property right in said poles, but the Licensee's rights therein shall be and remain a mere revocable license. Nothing in this agreement or elsewhere shall give the Licensee any exclusive right to the use of poles for any purpose, and the Telephone Company shall be free at any time, if it so desires,

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to grant attachment right to others. Nothing herein contained shall be construed as affecting the rights or privileges previously conferred by the Telephone Company, by contract or otherwise, to others to use any poles covered by this agreement; and the Telephone Company shall have the right to continue such rights or privileges, and to grant such rights or privileges subsequent to the execution of this agreement. The attachment privileges herein granted shall at all times be subject to such contracts and arrangements. Nothing herein contained shall be construed to compel the Telephone Company to maintain any of its poles for a period longer than it deems necessary.

Section 4. The poles covered by this agreement shall be only such poles, within the area defined in the Licensee's certificate of public convenience and necessity, with respect to which the Telephone Company has the power and privilege of granting licenses. Where the Telephone Company may grant such licenses only with the consent of a third party which has an interest in such poles, the Telephone Company shall use reasonable efforts to obtain such consent but may refuse to grant licenses to the Licensee unless the Licensee shall reimburse the Telephone Company for any substantial expense or payment incurred or made by the Telephone Company in order to obtain such consent.

Section 5. The joint users covered in this agreement shall include: UNITED ILLUMINATING; CONNECTICUT LIGHT AND POWER COMPANY; Electric Division, DEPARTMENT OF PUBLIC UTILITIES, TOWN OF WALLINGFORD and any other public utility company or municipality or other governmental body which shall now or hereafter have the right to use any pole as to which a license is requested or granted. The term "joint user" shall not include the Licensee or any other community antenna

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company.

## ARTICLE II

### LICENSES AND MAKE-READY WORK

Section 1. The Licensee expressly recognizes that poles are used and are to continue to be used primarily for the Telephone Company's purposes and for the purposes of joint users, that the Licensee's use will be secondary, and that this agreement is made as an accommodation to the Licensee. The Licensee accordingly agrees expressly that it will pay, as additional charges under this agreement, all the costs incurred by the Telephone Company or by any other joint user in connection with any work performed by the Telephone Company or by such joint user in order to provide or maintain space on any pole for the Licensee's attachments, and any other costs incurred by the Telephone Company or any joint user, arising out of this agreement, as hereinafter provided.

Section 2. Whenever the Licensee wishes a license to attach to any poles, it shall make a written application therefor, in duplicate, on the form, a copy of which is appended to this agreement as Exhibit A. The Licensee shall specify the location of the pole or poles involved and shall specify what cables or other equipment it wishes to attach to each pole.

Section 3. The Telephone Company shall make appropriate surveys of such poles in consultation with any joint users and, if the Licensee shall so desire, with the Licensee's representatives. The Telephone Company shall determine, among other things, whether pursuant to ARTICLE I hereof, such poles are available for the Licensee's attachments, and whether, in order to accommodate the attachments of

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the Licensee, any rearrangements or changes are necessary in the facilities of the Telephone Company or of other joint users or of others with attachment rights, whether any poles require strengthening (guying and anchoring), and whether any poles require replacement by taller or stronger poles, all such work and other work required in connection therewith being sometimes hereinafter referred to as "make-ready work". The Telephone Company shall notify the Licensee as to which of such poles are available for the Licensee's attachments, as to the exact location on the poles available or which will be available for the Licensee's attachments and as to the make-ready work required to be performed in order to accommodate the Licensee's attachments, together with an estimate of the cost of all make-ready work. Upon request of the Licensee, the Telephone Company shall permit the Licensee to review the work prints, together with available supporting costing details, in order that the Licensee may satisfy itself as to the make-ready work contemplated and the costs estimated by the Telephone Company. The Telephone Company agrees to consider any objections made by the Licensee, but the final decision as to the necessity for the make-ready work and as to the estimate of cost shall be the Telephone Company's.

Section 4. The application referred to in Section 2 of this ARTICLE II shall be deemed withdrawn except to the extent that it be confirmed by the Licensee in writing within sixty days after the Telephone Company notifies the Licensee of the estimate of make-ready costs. In any event, the Licensee shall pay to the Telephone Company the costs of making the survey and of making any estimates referred to in this Article, such payment to be made within thirty days of the date of the bill for such costs. To the extent that the Licensee confirms its

application, it shall at the same time pay to the Telephone Company in advance the full amount of the costs, as estimated by the Telephone Company, which are related to the work involved in the confirmed application. Upon receipt of such payment, the Telephone Company and any joint users shall proceed with the make-ready work, subject to the availability of the necessary material, equipment and labor so as not to interfere with the service requirements of the Telephone Company and joint users. From time to time, as the work proceeds, the Telephone Company may call for additional advance payments, if the charges for the work done appear to exceed the amount estimated for such work, subject, however to the review procedure set out in Section 3 of this ARTICLE II. In the event of the failure of the Licensee to make any advance payment requested by the Telephone Company, the Telephone Company and any joint user shall be under no obligation to perform or continue the make-ready work.

Section 5. Upon completion of the make-ready work as to any pole or poles and upon the furnishing of the security provided for in ARTICLE VI of this agreement, the Telephone Company shall grant licenses with respect to such poles by returning a copy of the application, suitably endorsed to specify the poles as to which licenses are granted.

Section 6. The Telephone Company shall render a final bill as to such applications in the Telephone Company's usual form, together with a refund of any amounts by which the advance payments exceed the final costs. If the final bill exceeds the advance payments, the Licensee shall pay the difference within thirty days of the date of the bill.

Section 7. If, in the Telephone Company's judgment, after the granting of any license to the Licensee, the service needs of the

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Telephone Company or of any joint user or the addition of the equipment of any other company to a pole or poles require the moving of the Licensee's facilities or any modification in the Licensee's plant, the Licensee agrees to make such changes at its own expense within sixty days after the Telephone Company sends a notice to such effect. If, in the Telephone Company's judgment, such service needs require modifications in the Telephone Company's plant or in the plant of a joint user, including, without limiting the generality of the foregoing, the replacement of a pole or poles, and if such modifications would not be necessary except for the Licensee's occupancy of space on the poles, the Licensee agrees that such modifications shall be additional make-ready work under this agreement and that the Licensee shall pay for the cost of such additional make-ready work in accordance with the provisions of Sections 1 to 6, inclusive, of this ARTICLE II. In the event that a company or companies other than joint users also has or have equipment attached to the pole or poles, the cost of such additional make-ready work shall be apportioned among the Licensee and the other company or companies in equal proportions. In the event of the Licensee's failure to comply with any request made by the Telephone Company under this Section, the Telephone Company shall have the option to cancel on sixty days' written notice the Licensee's license with respect to any pole affected by the Licensee's failure.

Section 8. Whenever the Telephone Company or joint user finds it necessary to repair, replace or relocate poles, to which the facilities of the Licensee are attached, or make a change in the type or character of any of its attachments, the Telephone Company shall before doing the work give notice thereof, in writing (except in case of emer-

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agency, when verbal notice will be given and subsequently confirmed in writing) to the Licensee, specifying in such notice the time of such work and the Licensee shall within the time so specified rearrange or transfer its attachments to the new or relocated poles at the Licensee's sole cost and expense.

Section 9. As used in this ARTICLE II, costs of make-ready work shall be determined by the Telephone Company and shall include the costs of all materials, supplies, engineering, labor (including overtime and board and lodging, where necessary to meet the Licensee's requirements), supervision, inspection, transportation, taxes, general overhead, including appropriate loadings for such things as relief and pension accruals, social security taxes, vacations, holidays, sickness, workmen's compensation, and any other items associated with the work which are chargeable to the Telephone Company's accounts under the Uniform System of Accounts applicable to the Telephone Company as prescribed by the Federal Communications Commission. With respect to the replacement of any poles, the costs shall be determined by the Telephone Company and shall include the total costs of the excess height or strength of the new pole, of the then value of the existing pole, of removal of the old pole, of all transferring of attachments from the old to the new pole and such other costs, if any, necessitated by the Licensee's requirements, all as defined above, less the total of salvage, if any, and less the cost of such portion of the new pole, if any, which represents space reserved for the use of the Telephone Company or any joint user, greater than that provided for on the old pole.

Section 10. All tree trimming made necessary in the opinion of the Telephone Company by the proposed attachments at the time of

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attachment or thereafter shall be performed by the Telephone Company or its contractors at the sole cost and expense of the Licensee.

### ARTICLE III

#### RENTALS

Section 1. The Licensee shall pay rentals to the Telephone Company in respect of Licenses for attachments to poles covered by this agreement in accordance with the tariff provisions relating thereto which have been filed and may be filed in the future with the Connecticut Public Utilities Commission pursuant to the General Statutes of Connecticut.

### ARTICLE IV

#### LICENSEE'S ATTACHMENTS

Section 1. Before making any attachments to poles the Licensee shall secure any necessary license, permission or consent from federal, state or municipal authorities now or hereafter required to construct and maintain facilities at the locations of poles to which it desires to attach. The Licensee shall also secure any consents, permissions or licenses that may be legally required by any television broadcasting company or others by reason of the Licensee's pick up, transmission and furnishing to its customers of such program material, or by reason of other operations of the Licensee hereunder.

Section 2. The Licensee, at its own cost and expense, shall construct, maintain and replace its attachments on poles in accordance with the requirements and specifications of the National Electrical Safety Code, Sixth Edition, and any amendments or revisions of said specifications or code and in compliance with any rules or orders now in effect or that hereafter may be issued by the Connecticut Public Utilities Commission or other authority having jurisdiction.

Section 3. The Licensee shall exercise special precautions to avoid damage to facilities of the Telephone Company or other joint users and of others occupying space on said poles, and hereby assumes all responsibility for any and all loss from such damage. The Licensee shall make an immediate report to the Telephone Company of the occurrence of any damage and hereby agrees to reimburse the Telephone Company or other owner of the property damaged.

Section 4. The Licensee shall not at any time make any additions to, or changes in, the location of its attachments on the poles covered by this agreement without the written consent of the Telephone Company, except in cases of emergency after oral permission shall have been obtained from the Telephone Company's District Plant Engineer-Methods at 300 George Street, New Haven, Connecticut 06506 such permission to be subsequently requested and confirmed in writing.

Section 5. Upon notice from the Telephone Company to the Licensee that the use of any pole or poles is forbidden by federal, state or municipal authorities, permission to attach to such pole or poles shall immediately terminate and the cables, wires and appliances of the Licensee shall be removed at once from the affected pole or poles by the Licensee.

Section 6. The Telephone Company reserves to itself, its successors and assigns, and to joint users the right to maintain its poles and to operate its facilities thereon in such manner as will best enable them to fulfill their public service requirements. Neither the Telephone Company nor any joint user shall be liable to the Licensee or to the Licensee's customers (and the Licensee shall indemnify, protect and save harmless the Telephone Company and other joint users

against any such claims by the Licensee's customers) for any interruption to the service of the Licensee, or for interference with the operation of the cables, wires and appliances of the Licensee arising in any manner whatsoever, or for any other damage suffered by the Licensee or its customers whether or not any such interruption, interference or damage is caused by the negligence or misconduct of the Telephone Company or of joint users or of agents or employees of the Telephone Company or joint users. Without limiting the generality of the foregoing, the Licensee specifically waives any claim for consequential damages or loss of profits.

#### ARTICLE V

##### LIABILITY, DAMAGES AND INSURANCE

Section 1. The Licensee shall indemnify, protect and save harmless the Telephone Company and other joint users of said poles from and against any and all loss, liability, damages and expense arising out of any demand, claim, suit or judgement for damages to property or injury to or death of persons, including the officers, agents, and employees of either party hereto and other joint users of said poles, including payment made under any Workmen's Compensation Law or under any plan for employees' disability and death benefits, which may arise out of or be caused by the erection, maintenance, presence, use or removal of the Licensee's attachments or by the proximity of the respective cables, wires, apparatus and appliances of the parties hereto or other joint users of said poles, or arising out of any act or omission or alleged act or omission of the Licensee, including any claims and demands of customers of the Licensee or others, and irrespective of any fault, failure, negligence or alleged negligence on the

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part of the Telephone Company or of any joint user of said poles.

Section 2. The Licensee shall carry insurance, at its sole cost and expense, to protect the parties hereto and joint users in respect of the Licensee's liability for indemnification under ARTICLE IV, Section 6 and ARTICLE V, Section 1 of this agreement, and from and against any and all claims and demands and from and against any and all actions, judgements, costs, expenses and liabilities of every name and nature which may arise or result, directly or indirectly, from or by reason of the acts or omissions of the Licensee hereunder and irrespective of any fault, failure, negligence or alleged negligence on the part of the Telephone Company or of any joint user of said poles. The amounts of such insurance against liability due to damage to property shall be \$100,000 as to each occurrence and \$300,000 aggregate. The amounts of such insurance against liability due to personal injury to or death of persons shall be \$300,000 as to any one person and \$500,000 as to any one occurrence. The Licensee shall also carry such insurance as will fully protect both it, the Telephone Company and joint users from all claims under any Workmen's Compensation Laws that may be applicable. All insurance required shall remain in force for the entire life of this agreement, the company or companies issuing such insurance and the policies issued shall be approved by the Telephone Company, and the Telephone Company and joint users shall be named as additional insured parties in each of such policies. All such insurance shall contain provisions that the insurance is issued to insure the Licensee and the Telephone Company and joint users for all liabilities of the Licensee under this agreement and that the policy may not be cancelled or changed except after thirty days' notice to the Telephone Company. The Licensee shall furnish copies of all such policies to the Telephone Company.

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Section 3. The Licensee shall promptly advise the Telephone Company's District Plant Engineer-Methods at 300 George Street, New Haven, Connecticut 06506 of all claims relating to damage to property or injury to or death of persons, arising or alleged to have arisen in any manner by, or directly or indirectly associated with, the erection, maintenance, presence, use or removal of the Licensee's equipment. Copies of all accident or other reports made to any insurer by the Licensee shall be furnished to the Telephone Company.

#### ARTICLE VI

##### SECURITY AND REMEDIES ON DEFAULT

Section 1. The Licensee shall furnish security to the Telephone Company for performance of the Licensee's obligations under this agreement to make any and all payments demanded by the Telephone Company as due under the agreement, including, without limiting the generality of the foregoing, any rentals in respect of licenses, costs of any make-ready work, costs of any surveys, and any costs of modifying or removing the Licensee's plant. At the Licensee's option, such security may be either a deposit of money with the Telephone Company or a bond, as hereinafter provided in Section 2 and 3, respectively. The amount of such security in either case shall be \$ 10,000 in respect of licenses for the first 500 poles licensed under this agreement, to be furnished prior to the granting of any such licenses, and \$ 5,000 for licenses in connection with each additional group of 1000 poles, in each case to be furnished before any licenses in respect of that group are granted.

Section 2. If the Licensee chooses to furnish a deposit or deposits pursuant to Section 1 hereof, such deposit or deposits shall

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be held during the continuance of this agreement as security for any and all amounts which are or may become due to the Telephone Company under the agreement. Interest at the rate of 4% per annum shall be credited or paid to the Licensee annually during the continuance of the deposit. If the Licensee shall fail to pay any sum demanded by the Telephone Company as due under this agreement, the Telephone Company shall have the right, without prior notice to the Licensee, forthwith to apply any or all amounts on deposit with it to payment of the sum due, whether or not the Licensee contests its liability to pay such sum, and whether or not the Telephone Company exercises or has exercised any option it may have to terminate the agreement. The Licensee shall restore to its deposit the amounts so applied within thirty days after notice of such application. Failure so to restore its deposit shall constitute a default under this agreement.

Section 3. If the Licensee chooses to furnish a bond pursuant to Section 1 of this ARTICLE VI such bond shall be issued by a surety company satisfactory to the Telephone Company and shall be in form satisfactory to the Telephone Company.

Section 4. If the Licensee shall fail to pay any sum due or to deposit any sum required under this agreement, or shall fail to maintain the bond as provided in Sections 1 and 3 of this Article, the Telephone Company shall have the right forthwith to terminate the agreement. In addition to this right and the Telephone Company's rights of termination, as mentioned specifically in other provisions of this agreement, if the Licensee shall default in any other respect in performing any action required under this agreement, the Telephone Company shall have the right to terminate the agreement or to cancel any particular licenses affected upon the expiration of sixty days after

written notice of the default has been given to the Licensee, provided that the default has not been cleared within that time. Any termination shall be effective immediately upon the Telephone Company's mailing the notice of termination. Termination of this agreement shall not release the Licensee from any liability or obligation under the agreement, including, without limiting the generality of the foregoing, the obligation to continue to pay rentals at the rates provided in ARTICLE III of this agreement for such time as the Licensee's attachments remain on the Telephone Company's poles and the obligation to pay any costs of removal.

Section 5. Upon termination of this agreement, or cancellation of any licenses, the Licensee shall remove its attachments from any poles affected within sixty days after the effective day of the termination.

Section 6. In the event that the Licensee shall fail to make any change in its plant required by the Telephone Company or shall fail to remove any attachments upon cancellation of any license or upon termination of this agreement, the Telephone Company or joint users shall have the right itself or themselves to make such changes or effect such removals. In case of emergency or service needs of the Telephone Company or a joint user, the Telephone Company or the joint user may perform such work without notice to the Licensee or upon such notice as the Telephone Company or the joint user deems reasonable in the circumstances. The Licensee shall pay all the costs of any such work performed by the Telephone Company or joint users, costs to be determined in accordance with ARTICLE II, Section 9, of this agreement. The bill for such costs shall be payable within thirty days after its date. In the event that the Telephone Company removes any of the

Licensee's equipment from poles pursuant to this Section, the Telephone Company may hold such equipment as security for the payment of any sums due under this agreement or may sell such equipment at a public or private sale without notice to the Licensee or may turn such equipment over to the Licensee, or may do any combination of these things. In the event that the Telephone Company sells any of the Licensee's equipment, the Telephone Company shall apply the proceeds to the payment of sums due under this agreement and shall turn the balance, if any, over to the Licensee.

#### ARTICLE VII

##### TERM OF AGREEMENT

Section 1. Unless previously terminated pursuant to its terms, this agreement shall continue in effect for five years from the date hereof, and thereafter until six months after written notice of termination is given by either party. Such six months' notice of termination may be given to take effect at the end of the original five year period or thereafter.

Section 2. This agreement shall terminate six months from the date hereof if the Licensee shall not have applied for any license hereunder within that period. This agreement shall terminate one year from the date hereof if no license has been granted hereunder within that period.

Section 3. Notwithstanding any other provisions of this agreement, this agreement shall terminate immediately upon the cancellation, revocation or termination of Licensee's certificate of public convenience and necessity by the Connecticut Public Utilities Commission or by any other governmental agency having jurisdiction.

5/21/64

Section 4. The Licensee may give up its license as to any pole or poles by removing ~~its attachments therefrom~~ and thereafter giving the Telephone Company notice of such removal on the form, a copy of which is appended to this agreement as Exhibit B. Rentals in respect of the license on such pole or poles shall terminate as of the end of the month in which such notice is given, and the Licensee shall be entitled to a refund or credit of rentals in accordance with the applicable tariff.

#### ARTICLE VIII

##### GENERAL PROVISIONS

Section 1. The Licensee understands that the Telephone Company is a party to various agreements whereby it has been authorized by other public service companies to act on their behalf to offer space on poles owned solely by them and to grant attachment privileges to the Licensee thereon. In the event this agreement covers any such poles, then all rights and interests of the Telephone Company hereunder shall inure to the benefit of such public service company, or companies, as fully as if such company, or companies, had been named in place of or in addition to the Telephone Company. Notwithstanding the above, all dealings relating to any such poles and this Agreement shall be between the Licensee and the Telephone Company as if the latter were the actual owner of such poles.

Section 2. The Licensee shall not in any way assign, transfer, sublet or encumber this agreement, nor any of the privileges hereby granted to it, without the prior written consent of the Telephone Company. Subject to the foregoing, however, this agreement shall extend to and bind the successors and assigns of the parties hereto.

Section 3. Failure to enforce or insist upon compliance with any of the terms or conditions of this agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

Section 4. This agreement shall be governed by, and interpreted according to, the laws of Connecticut.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed as of the day and year first above written.

THE SOUTHERN NEW ENGLAND TELEPHONE COMPANY

By John H. Casco  
Title Vice President

ATTEST:

Alfred B. B...  
Title Secretary and Treasurer  
(Seal)

Name COMMUNITY TELEVISION SYSTEMS, INC.

By \_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_  
Title  
(Seal)

EXHIBIT B

Notification of Removal by Licensee

Notice No. \_\_\_\_\_

Date \_\_\_\_\_

To:  
The Southern New England Telephone Company

In accordance with the terms of the Agreement dated \_\_\_\_\_,  
please cancel from your records the following poles covered by License  
No. \_\_\_\_\_ from which attachments were removed on \_\_\_\_\_.

<u>Pole Number</u>	<u>Pole Location</u>	<u>Municipality</u>
--------------------	----------------------	---------------------

(Continued on reverse)

Name \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Licensee

Notice Acknowledged

\_\_\_\_\_ 19 \_\_\_\_\_

THE SOUTHERN NEW ENGLAND TELEPHONE COMPANY

By \_\_\_\_\_

Title \_\_\_\_\_

Licensor





DL 5 ✓

**RECEIVED**

SEP 18 1979

D32 - Public Utilities Control  
State of Connecticut

**Southern New England  
Telephone**

227 Church Street  
New Haven, Connecticut 06506  
Phone (203) 771-5200

September 13, 1979

**FILED/ACCEPTED**

**APR 26 2010**

Federal Communications Commission  
Office of the Secretary

Mr. Henry Mierzwa  
Division of Public Utility Control  
State Office Building  
Room 567  
165 Capitol Avenue  
Hartford, Connecticut 06115

Dear Mr. Mierzwa:

The attached Amendment to the Standard Agreement between the Southern New England Telephone Company and Community Antenna Television (CATV) Operators is filed for approval, as directed in your letter of August 31, 1979.

The amendment provides for a waiver of security requirements until such time as a CATV company fails to pay all charges submitted by the Telephone Company within thirty (30) days. If such failure occurs, security requirements may be instituted by the Telephone Company and shall remain in effect until such time as the CATV company has paid all charges submitted within thirty (30) days for the twelve (12) consecutive months.

The Telephone Company will implement the Amendment immediately upon signature of the CATV company.

Very truly yours,

Richard D. Hunter  
District Staff Manager

Attachment

AMENDMENT TO STANDARD AGREEMENT

The security requirement, as described in Article VI, Section 1 of the Standard Agreement Between the Southern New England Telephone Company and the \_\_\_\_\_ Community Antenna Television Company, dated \_\_\_\_\_, is hereby waived until such time as the Licensee fails to pay rental fees, make ready charges, final bills or other charges submitted by the Telephone Company within thirty (30) days. If such failure occurs, security requirements may be instituted by the Telephone Company and shall remain in effect until such time as the Licensee has paid all charges submitted within thirty (30) days for twelve (12) consecutive months. Further the Licensee will be required to furnish security if he has violated any of the terms or conditions of this agreement and such violation has not been corrected within thirty (30) days following the notification by the Telephone Company.

In witness whereof, the parties have caused this amendment to the agreement to be duly executed as of this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_.

THE SOUTHERN NEW ENGLAND TELEPHONE COMPANY

ATTEST:

By \_\_\_\_\_  
Title

\_\_\_\_\_  
Title  
(Seal)

Name \_\_\_\_\_

ATTEST:

By \_\_\_\_\_  
Title

\_\_\_\_\_  
Title  
(Seal)

9/15/79